INDEX.

ADMIRALTY.

1. The Harter act, so-called, does not relieve the ship owner from liability for damages caused by the unseaworthy condition of his ship at the commencement of her voyage. *International Navigation Co.* v. *Farr & Bailey Manufacturing Co.*, 218.
2. Nor is the ship owner exempted from liability under that act, "for damage or loss resulting from faults or errors of navigation, or in the management of said vessel," unless it appears that she was actually seaworthy when she started or that the owner had exercised due diligence to make her so in all respects. *Ib.*
3. The mere fact that the owner provides a vessel properly constructed and equipped is not conclusive that the owner has exercised due diligence within the meaning of the act, for the diligence required is diligence on the part of all the owner's servants in the use of the equipment before the commencement of the voyage and until it has actually commenced; and the law recognizes no distinction founded on the character of the servants employed to accomplish that result. *Ib.*
4. Whether a ship is reasonably fit to carry her cargo is a question to be determined on all the facts and circumstances, and the difference in the facts of this case from those in *The Silvia*, 171 U. S. 462, was such that the Court of Appeals was at liberty to reach a different result. *Ib.*
5. In a suit for a collision against a vessel navigated by charterers, it is competent for the court to entertain a petition by the general owners that the charterers be required to appear and show cause why they should not be held primarily liable for the damages occasioned by the collision. *The Barnstable*, 464.
6. A ship is liable *in rem* for damages occasioned by a collision through the negligence of the charterers having her in possession and navigating her. *Ib.*
7. If a stipulation in the charter party that "the owners shall pay for the insurance on the vessel" imposes any other duty on the owner than that of paying the premiums, it goes no farther than to render them liable for losses covered by an ordinary policy of insurance against perils of the sea; and as such policy would not cover damage done to another vessel by a collision with the vessel insured, the primary liability for such damage rests upon the charterers, who undertook to navigate the vessel with their own officers and crew, and not upon the owners. *Ib.*

ALIMONY.

1. A decree of the highest court of a State, giving full faith and credit to a

decree in another State for alimony, cannot be reviewed by this court on writ of error sued out by the defendant. *Lynde* v. *Lynde*, 183.

2. The refusal of the highest court of a State to give effect to so much of a decree in another State, as awards alimony in the future, and requires a bond, sequestration, a receiver and injunction, to secure payment of past and future alimony, presents no Federal question for the review of this court. *Ib.*

3. Alimony, whether in arrear at the time of an adjudication in bankruptcy, or accruing afterwards, is not provable in bankruptcy, or barred by the discharge. *Audubon* v. *Shufeldt*, 575.

See DIVORCE, 3.

ATTACHMENT.

Under the law of Oregon which was in force in Alaska when the seizure and levy of the plaintiff's goods were made by the defendant as marshal of Alaska under a writ of attachment, that officer could not, by virtue of his writ, lawfully take the property from the possession of a third person, in whose possession he found it. *Marks* v. *Shoup*, 562.

BANKRUPT.

A bankrupt, nine days before the filing of a petition in bankruptcy against him, made a general assignment for the benefit of his creditors which was an act of bankruptcy. After the filing of the petition in bankruptcy, the assignee sold the property. After the adjudication in bankruptcy, and before the appointment of a trustee, the petitioning creditors applied to the District Court for an order to the marshal to take possession of the property, alleging that this was necessary for the interest of the bankrupt's creditors. The court ordered that the marshal take possession, and that notice be given to the purchaser to appear in ten days and propound his claim to the property, or, failing to do so, be decreed to have no right in it. The purchaser came in, and propounded a claim, stating that he bought the property for cash in good faith of the assignee, submitted his claim to the court, asked for such orders as might be necessary for his protection, and prayed that the creditors be remitted to their claim against the assignee for the price, or the price be ordered to be paid by the assignee into court and paid over to the purchaser, who thereupon offered to rescind the purchase and waive all further claim to the property. *Held*, that the purchaser had no title in the property superior to the bankrupt's estate, and that the equities between him and the creditors should be determined by the District Court, bringing in the assignee if necessary. *Bryan* v. *Bernheimer*, 188.

See ALIMONY, 2;
JURISDICTION OF DISTRICT COURTS OF THE UNITED STATES.

CASES AFFIRMED OR FOLLOWED.

1. *East Tennessee, Virginia & Georgia Railway Company* v. *Interstate Com-*

merce Commission, 181 U. S. 1, followed. *Interstate Commerce Commission* v. *Clyde Steamship Company*, 29.

2. *Brown* v. *Marion National Bank*, 169 U. S. 416, followed on the point that "if an obligee actually pays usurious interest as such, the usurious transaction must be held to have occurred then, and not before, and he must sue within two years thereafter." *Dangerfield National Bank* v. *Ragland*, 45.
3. *Orient Insurance Company* v. *Daggs*, 172 U. S. 557; *Waters-Pierce Company* v. *Texas*, 177 U. S. 28; *New York Life Insurance Company* v. *Cravens*, 178 U. S. 389, approved and affirmed. *Hancock Mutual Life Ins. Co.* v. *Warren*, 73.

See CONSTITUTIONAL LAW, 19 to 23;
COURT AND JURY, 1.

CASES DISTINGUISHED.

This case distinguished from *Railroad Co.* v. *Husen*, 95 U. S. 465. *Rasmussen* v. *Idaho*, 198.

CLAIMS AGAINST THE UNITED STATES.

One who pays to government officers, entitled to receive money for public lands, more than the law required him to pay for it cannot recover that excess in an action against the Government in the Court of Claims. *United States* v. *Edmondston*, 500.

COMMON LAW.

1. There is no body of Federal common law, separate and distinct from the common law existing in the several States, in the sense that there is a body of statute law enacted by Congress separate and distinct from the body of statutes enacted by the several States. *Western Union Tel. Co.* v. *Call Publishing Co.*, 92.
2. The principles of the common law are operative upon all interstate commercial transactions, except so far as they are modified by Congressional enactment. *Ib.*

CONSTITUTIONAL LAW.

1. After the Supreme Court of South Carolina had construed the mortgage contract in accord with the claim of the plaintiffs, and gave judgment accordingly, in an application for a rehearing it was set up for the first time that this was in conflict with the Constitution of the United States. *Held*, that this came too late. *Eastern Building Association* v. *Welling*, 47.
2. The assertion that, although no Federal question was raised below, and although the mind of the state court was not directed to the fact that a right protected by the Constitution of the United States was relied on, nevertheless it is the duty of this court to look into the record and determine whether the existence of such a claim was not necessarily involved, was unsound, as shown by authority. *Ib.*
3. Section 3625 of the Revised Statutes of Ohio dealing with the subject of

answers to interrogatories in applications for policies of life insurance, applicable to all life insurance companies doing business in the State of Ohio, and in force at the time the policy of insurance sued on in this case was issued, was within the power of the State over corporations, and not in violation of the Constitution of the United States. *Hancock Mutual Life Ins. Co.* v. *Warren*, 73.

4. A by-law or ordinance of a municipal corporation may be such an exercise of legislative power, delegated by the legislature as a political subdivision of the State, having all the force of law within the limits of the municipality, that it may properly be considered as a law, within the meaning of the Constitution of the United States. *St. Paul Gas Light Co.* v. *St. Paul*, 142.
5. In this case, as no legislative act is shown to exist, from the enforcement of which an impairment of the obligations of such a contract did or could result, it follows that the record involves solely an interpretation of the contract, and therefore presents no controversy within the jurisdiction of this court. *Ib.*
6. The provision in the statute of March 13, 1899 of Idaho that "whenever the governor of the State of Idaho has reason to believe that scab or any other infectious disease of sheep has become epidemic in certain localities in any other State or Territory, or that conditions exist that render sheep likely to convey disease, he must thereupon by proclamation, designate such localities and prohibit the importation from them of any sheep into the State, except under such restrictions as, after consultation with the state sheep inspector, he may deem proper," does not conflict with the Constitution of the United States. *Rasmussen* v. *Idaho*, 198.
7. In this case the court proceeds on the assumption that the legal import of the phrase "due process of law" is the same both in the Fifth and the Fourteenth Amendments to the Constitution of the United States; and that it cannot be supposed that it was intended by the Fourteenth Amendment to impose on the States, when exercising their powers of taxation, any more rigid or stricter curb than that imposed on the Federal Government by the Fifth Amendment in a similar exercise of power. *French* v. *Barber Asphalt Paving Co.*, 324.
8. It was not the intention of the Fourteenth Amendment to subvert the systems of the States pertaining to general and special taxation: that amendment legitimately operates to extend to the citizens and residents of the States, the same protection against arbitrary state legislation, affecting life, liberty and property, as is afforded by the Fifth Amendment against similar legislation by Congress, and the Federal courts ought not to interfere when what is complained of is the enforcement of the settled laws of the State, applicable to all persons in like circumstances and conditions, but only when there is some abuse of law, amounting to confiscation of property, or deprivation of personal rights. *Ib.*
9. The conclusions reached by this court in many cases cited and summarized by the court in its opinion are thus stated by two writers, (Cooley and Dillon) whose views this court adopts. "The major part of the

cost of a local work is sometimes collected by general tax, while a smaller portion is levied upon the estates specially benefited. The major part is sometimes assessed on estates benefited, while the general public is taxed a smaller portion in consideration of a smaller participation in the benefits. The whole cost in other cases is levied on lands in the immediate vicinity of the work. In a constitutional point of view, either of these methods is admissible, and one may sometimes be just, and another at other times. In other cases it may be deemed reasonable to make the whole cost a general charge, and levy no special assessment whatever The question is legislative, and, like all legislative questions, may be decided erroneously; but it is reasonable to expect that, with such latitude of choice, the tax will be more just and equal than it would be were the legislature required to levy it by one inflexible and arbitrary rule. The courts are very generally agreed that the authority to require the property specially benefited, to bear the expense of local improvements is a branch of the taxing power, or included within it . . . Whether the expense of making such improvements shall be paid out of the general treasury, or be assessed upon the abutting or other property specially benefited, and, if in the latter mode, whether the assessment shall be upon all property found to be benefited, or alone upon the abuttors, according to frontage or according to the area of their lots, is, according to the present weight of authority, considered to be a question of legislative expediency." *Ib.*

10. *Norwood* v. *Baker*, 172 U. S. 269, considered, and held not to be inconsistent with these views *Ib.*
11. A constitutional right against unjust taxation is given for the protection of private property, but it may be waived by those affected, who consent to such action to their property as would otherwise be invalid. *Wight* v. *Davidson*, 371.
12. It was within the power of Congress, by the act of March 3, 1899, c. 431, 30 Stat. 1344, to extend S street in the District of Columbia, to order the opening and extension of the streets in question, and to direct the Commissioners of the District to institute and conduct proceedings in the Supreme Court of the District to condemn the necessary land; and it was also competent for Congress, in said act, to provide that, of the amount found due and awarded as damages for and in respect of the land condemned for the opening of said streets, not less than one half thereof should be assessed by the jury in said proceedings against the pieces and parcels of ground situate and lying on each side of the extension of said streets and also on all or any adjacent pieces or parcels of land which will be benefited by the opening of said streets as provided for in said act; and that the sums to be assessed against each lot or piece or parcel of ground should be determined and designated by the jury, and that, in determining what amount should be assessed against any particular piece or parcel of ground, the jury should take into consideration the situation of said lots, and the benefits that they might severally receive from the opening of said streets. *Ib.*
13. The order of publication gave due notice of the filing of the petition in

this case, and an opportunity to all persons interested to show cause why the prayer of the petition should not be granted. *Ib.*

14. It also operated as a notice to all concerned of the pending appointment of a jury, and that proceedings would be had under the act of Congress. *Ib.*
15. The act of March 3, 1899, was a valid act, and the proceedings thereunder were regular and constituted due process of law. *Ib.*
16. The Court of Appeals, in regarding the decision in *Norwood* v. *Baker*, 172 U. S. 269, as overruling previous decisions of this Court in respect to Congressional legislation as to public local improvements in the District of Columbia, is overruled. *Ib.*
17. It was not the intention of the court in *Norwood* v. *Baker*, 172 U. S. 269, to hold that the general and special taxing systems of the States, however long existing and sustained as valid by their courts, have been subverted by the Fourteenth Amendment to the Constitution of the United States; but the purpose of that Amendment is to extend to the citizens and residents of the States the same protection against arbitrary state legislation, affecting life, liberty and property, as is afforded by the Fifth Amendment against similar legislation by Congress. *Tonawanda* v. *Lyon*, 389.
18. It is within the power of the legislature of a State to create special taxing districts, and to charge the cost of local improvements, in whole or in part, upon the property in said district, either according to valuation, or superficial area, or frontage; and it was not the intention of this court, in *Norwood* v. *Baker*, 172 U. S. 269, to hold otherwise. *Webster* v. *Fargo*, 394.
19. The court holds and adheres to its decisions in *French* v. *Asphalt Paving Co.*, *Tonawanda* v. *Lyon* and *Wight* v. *Davidson*, and finds nothing in the record to show that the complainants have entitled themselves to its interference. *Cass Farm Company* v. *Detroit*, 396.
20. *Cass Farm Company* v. *Detroit*, *ante*, 396, followed in holding that it was not the intention of the Fourteenth Amendment to subvert the systems of the States pertaining to general and special taxation; that Amendment legitimately operates to extend to the citizens and residents of the States the same protection against arbitrary state legislation affecting life, liberty and property, as is afforded by the Fifth Amendment against similar legislation by Congress; and Federal courts ought not to interfere when what is complained of is the enforcement of the settled laws of the State, applicable to all persons in like circumstances and conditions, but only when there is some abuse of law, amounting to confiscation of property, or deprivation of personal rights, as was instanced in the case of *Norwood* v. *Baker*, 172 U. S. 269. *Detroit* v. *Parker*, 399.
21. *Parsons* v. *District of Columbia*, 170 U. S. 45, and *French* v. *Barber Asphalt Paving Co.*, *ante*, 324, followed. *Wormley* v. *District of Columbia*, 402.
22. *French* v. *Barber Asphalt Paving Co.*, again followed in holding that the contract in question in this case made for the construction of a sewer and the assessment against the property of the plaintiff in error

for the cost of making it were not null and void. *Shumate* v. *Heman*, 402.

23. *French* v. *Barber Asphalt Co.*, *ante* 324, and *Wight* v. *Davidson*, *ante* 371, followed. *Farrell* v. *West Chicago Park Commissioners*, 404.
24. There is no such difference in the several statutes of North Dakota, so far as regards the rights of the parties, as to forbid the application of the latest statute to a case where a mortgage was given, and the materials furnished prior to its passage; and the legislation under review cannot be held to violate any rights of the plaintiff in error, protected by the Constitution of the United States. *Red River Valley Bank* v. *Craig*, 548.
25. A mortgage which is subsequent to the right of subsequent lienors who furnished materials or labor in the erection of a building to sell the same, and have it removed for the payment of the liens, is not reduced in value by a statute authorizing the sale of the property such as is set forth in the opinion of the court. *Ib.*
26. Questions arising under the Constitution and laws of the United States were presented at the trial of this case in the Supreme Court of the State, and were decided against the party invoking their protection. Had that Court declined to pass on the Federal questions, and dismissed the petition without considering them, this Court would not undertake to revise their action. *Mallett* v. *North Carolina*, 589.
27. The legislation of North Carolina in question in this case, did not make that a criminal act which was innocent when done; did not aggravate an offence or change the punishment and make it greater than it was when it was committed; did not alter the rules of evidence and require less or different evidence than the law required at the time of the commission of the offence; and did not deprive the accused of any substantial right or immunity possessed by them at the time of the commissions of the offence charged; and the law granting to the State the right of appeal from the Superior Court to the Supreme Court of the State was not an *ex post facto* law. *Ib.*
28. The contention that the plaintiffs in error were denied the equal protection of the laws because the State was allowed an appeal from the Superior Court of the Eastern, and not from the Western, District of the State, is not well founded. *Ib.*
29. It appears by the statement of the plaintiffs in error in their petition for a reargument, that no Federal question was raised or considered in the criminal court or in the Superior Court in respect to the admission of the evidence; and therefore there was no basis on which to claim error in this respect in those courts; nor did the Supreme Court in passing on the contention, deal with it as a Federal question, but as a mere question arising under the criminal law of the State; and hence there is nothing in its action for this court to review. *Ib.*

See CORPORATION;
QUARANTINE.

CONTRACT.

1. Any seal may be used and adopted by a corporation as well as an individ-

ual, and the same general principles respecting seals apply to municipal as well as private corporations. *District of Columbia* v. *Camden Iron Works*, 453.

2. It was for the Commissioners of the District of Columbia to determine whether the interests of the District required the contract in this case to be sealed. And the contract having been executed as and for the District, the seals of the Commissioners are to be assumed to have been affixed as the seal of the corporation. *Ib.*
3. Where work is to be completed within a specified number of days from the date of the execution of a contract, parol evidence that the contract was executed and delivered subsequent to its date, is admissible. *Ib.*
4. Covenant will lie on a contract under seal, though not fully performed, where absolute performance has been dispensed with. *Ib.*
5. Where strict performance by plaintiff is prevented or waived by defendant, a claim by defendant of fines and penalties for delay or failure cannot be sustained. *Ib.*
6. The matter of interest was properly left to the jury. *Ib.*

CORPORATION.

1. The Building Association, a corporation organized under the laws of New York, was authorized by law to make advances to its members. The statutory provisions regarding such advances and the securing of the same are stated in the opinion of the court. Bedford, a resident in Tennessee, became a shareholder by subscription to the stock, and by payment therefor. The statutes of Tennessee authorized the corporation to do business in that State. Bedford, after subscribing to the stock, paid his subscription, and on his application secured a loan from the corporation and mortgaged his property to secure it. All this was authorized by the statutes of Tennessee at the time when it was done. Subsequently a new statute was enacted, the provisions in which are set forth in the opinion of the court, and an act was passed concerning building associations, the parts of which, relating to foreign building associations, are also set forth in the opinion of the court. The Building Association subsequently filed its charter with the secretary of state of Tennessee, and an abstract of the same in the office of the register of Shelby County, but it did not comply with the building association laws. Bedford defaulted in his payments on the notes, and the association filed a bill in equity in the United States Circuit Court to foreclose the mortgage, and collect the amount due under his contract. Bedford answered that the notes and mortgage violated the laws of Tennessee, and were void. *Held:* (1) That Bedford's subscription to the stock of the association, its issuance, and the application of a loan in pursuance of it, constituted a contract, which is inviolable by the state legislature. (2) That by his subscription to the stock of the association, Bedford became a member of it, bound to the performance of what its by-laws and charter required of him, and entitled to exact the performance of what the by-laws and charter required of the association. *Bedford* v. *Eastern Building & Loan Association*, 227.

2. This court recognizes the power of a State to impose conditions upon foreign corporations doing business within the State, but that cannot be exercised to discharge the citizens of the State from their contract obligations. *Ib.*

COURT AND JURY.

1. *Patton* v. *Texas & Pacific Railway Company*, 179 U. S. 658, sustained and followed as to the relations of the trial court to the jury in regard to its finding. *Pythias Knights' Supreme Lodge* v. *Beck*, 49.
2. The question whether the deceased did or did not commit suicide was one of fact, and after the jury had found that he did not, and its finding had been approved by the trial court and by the Court of Appeals, this court would not be justified in disturbing it. *Ib.*
3. On April 5, 1895, a certificate of membership, in the amount of $3000, was issued by the Supreme Lodge to Frank E. Beck, payable on his death to his widow, Mrs. Lillian H. Beck. The application for membership contained this stipulation: "It is agreed that, if death shall result by suicide, whether sane or insane, voluntary or involuntary, or if death is caused or superinduced by the use of intoxicating liquors or by the use of narcotics or opiates, or in consequence of a duel, or at the hands of justice, or in violation of or attempt to violate any criminal law, then there shall be paid only such a sum in proportion to the whole amount of the certificate as the matured life expectancy at the time of such death is to the entire expectancy at date of acceptance of the application by the board of control." It was as to the conduct of Beck before he committed suicide that an instruction was asked for, which the trial court, in its charge to the jury referred to as follows: "Here is an instruction asked, which I refused, and I wish to state here that it is the instruction that if Frank E. Beck was violating any law at the time he was killed, why under the policy he cannot recover—under the by-laws. As I understand that by-law, it must be a case where a man is in the act of violating the law. For instance, if a man in breaking into a house is killed in the act, he cannot recover. If a man is in a quarrel and gets killed he cannot recover. But if a man contemplating that he was going to kill his wife if she didn't go home with him, but was not in the act and doing that at the time he was killed, that clause of the policy does not apply." *Held*, that this instruction correctly states the law. *Ib.*
4. The plaintiff, in her proofs of law, stated that the deceased came to his death by suicide, and to that effect was the verdict of the coroner's jury. With respect to this the court charged that there was no estoppel; that the plaintiff could explain the circumstances under which she signed the statement, and that, while standing alone, it would justify a verdict for the defendant, yet, if explained, and the jury were satisfied that the death did not result from suicide, she was not concluded by this declaration. *Held*, that there was no error in this ruling. *Ib.*

CUSTOMS DUTIES.

1. Bottles and corks in which beer is bottled and exported for sale are not

"imported materials used in the manufacture" of such beer within the meaning of the drawback provisions of the customs revenue laws, although the beer be bottled and corked, and subsequently heated, for its better preservation. *Joseph Schlitz Brewing Co.* v. *United States*, 584.

2. These cases, argued and submitted together, involve the appraisement of sugars imported from Brazil. The sugars were shipped "green," that is contained moisture, a certain portion of which drained on the voyage, whereby they became more valuable. Duties were levied and collected upon the increased valuation, against the protest of the importers. *Held*, that the appraisement so made was legal. *American Sugar Refining Co.* v. *United States*, 610.

DIVORCE.

1. A husband and wife had their matrimonial domicil in Kentucky, which was the domicil of the husband. She left him there, and returned to her mother's at Clinton in the State of New York. He filed a petition against her in a court of Kentucky for a divorce from the bond of matrimony for her abandonment, which was a cause of divorce by the laws of Kentucky; and alleged on oath, as required by the statutes of Kentucky, that she might be found at Clinton, and that Clinton was the post-office nearest the place where she might be found. The clerk, as required by those statutes, entered a warning order to the wife to appear in sixty days, and appointed an attorney at law for her. The attorney wrote to her at Clinton, advising her of the object of the petition, and enclosing a copy thereof, in a letter addressed to her by mail at that place, and having on the envelope a direction to return it to him, if not delivered in ten days. A month later, the attorney, having received no answer, made his report to the court. Five weeks afterwards, the court, after taking evidence, granted the husband an absolute decree of divorce for the wife's abandonment of him. *Held*, that this decree was a bar to the wife's petition for a divorce in New York. *Atherton* v. *Atherton*, 155.
2. A decree of divorce from the bond of matrimony, obtained in the State of Pennsylvania, in which neither party is domiciled, upon service by publication and in another State, is entitled to no faith and credit in that State. *Bell* v. *Bell*, 175.
3. A decree for a divorce and alimony may be affirmed *nunc pro tunc* in case of death of the husband after argument in this court. *Ib.*
4. A decree of divorce from the bond of matrimony, obtained in the State of North Dakota, in which neither party is domiciled, upon service by publication and in another State, is entitled to no faith and credit in that State. *Streitwolf* v. *Streitwolf*, 179.

FEDERAL QUESTION.

The Supreme Court of Illinois decided a local, and not a Federal question, when it held that it was competent on a new assessment to determine the questions of benefit from the proof, even though in so doing a different result was reached from that which had been arrived

at when the former assessment, which had been set aside, was made. *Lombard* v. *West Chicago Park Commissioners*, 33.

FRAUD.

See STATUTE OF FRAUDS.

INSOLVENCY.

1. The right of an insolvent debtor to prefer one creditor to another, exists in the State of Illinois to its fullest extent, and the giving of judgment notes is recognized as a legitimate method of preference. *United States Rubber Co.* v. *American Oak Leather Co.*, 434.
2. In the absence of national bankrupt laws, if a remedy is sought in a court of equity against fraudulent preferences, it must be on allegation and proof of a design to defraud and to delay the complaining creditor. *Ib.*
3. While the policy of the law permits preferences, and such preferences as are necessarily unknown to others than those concerned, it does not permit any device which prevents the debtor from giving a like advantage to his other creditors, if he so wishes, unless such device is put in the form of a mortgage, or other instrument, perpetually open to public inspection upon the public record. *Ib.*
4. The present case is one in which the fundamental rule that equality is equity, may properly be applied. *Ib.*

INTERSTATE COMMERCE.

1. Although the Interstate Commerce Commission found as a fact that the competition at Nashville, which forms the basis of the contention in this case, was of such a preponderating nature that the carriers must either continue to charge a lesser rate for a longer haul to Nashville than was asked for the shorter haul to Chattanooga, or to abandon all Nashville traffic, nevertheless they were forbidden by the act of February 4, 1887, c. 104, 24 Stat. 379, to make the lesser charge for the longer haul; but since that ruling of the commission was made it has been settled by this court in *Louisville & Nashville Railroad Company* v. *Behlmer*, 175 U. S. 648, and other cases cited, that competition which is controlling on traffic and rates produces in and of itself the dissimilarity of circumstance and condition described in the statute, and that where this condition exists a carrier has a right of his own motion to take it into view in fixing rates to the competitive point; and it follows that the construction affixed by the commission to the statute upon which its entire action in this case was predicated was wrong. *East Tennessee, Virginia & Georgia Railway Co.* v. *Interstate Commerce Commission*, 1.
2. The only principle by which it is possible to enforce the whole statute is the construction adopted by the previous opinions of this court; that is, that a competition which is real and substantial, and exercises a potential influence on rates to a particular point, brings into play the dissimilarity of circumstance and condition provided by the statute, and justifies the lesser charge to the more distant and competitive point

than to the nearer and non-competitive place, and that this right is not destroyed by the mere fact that, incidentally, the lesser charge to the competitive point may seemingly give a preference to that point, and the greater rate to the non-competitive point may apparently engender a discrimination against it. *Ib.*

3. It is plain that all the premises of fact upon which the propositions of law decided by the Circuit Court of Appeals rest, are at variance with the propositions of fact found by the commission, in so far as that body passed upon the facts, and this court accordingly reversed the decree of that court, and ordered the case remanded to the Circuit Court with instructions to set aside its decree adjudging that the order of the commission be enforced, and to dismiss the application made for that purpose with costs, the whole to be without prejudice to the right of the commission to proceed upon the evidence already introduced before it, or upon such further pleadings and evidence as it may allow to be made or introduced and to hear and determine the controversy according to law. *Ib.*

JUDGMENT.

1. The question whether the benefit accruing to each particular tract of real estate assessed by the park commissioners for the payment of the Douglas boulevard equalled the sum of the assessment placed thereon, was foreclosed by the findings of fact of the trial court, to which the case was submitted without the intervention of a jury. *Lombard* v. *West Chicago Park Commissioners*, 33.
2. The question in this case involves the construction and effect of the decision of this court in the case of *Baker* v. *Cummings*, 169 U. S. 189, between the same parties, and growing out of the same transaction which is the subject of the litigation in this case. *Baker* v. *Cummings*, 117.
3. Matters which have been fully investigated between the parties and determined by the court, shall not be again contested, and the judgment of the court upon matters thus determined shall be conclusive on the parties, and never subject to further inquiry. *Ib.*
4. This doctrine applies to this case. *Ib.*

JURISDICTION.

A. JURISDICTION OF THE SUPREME COURT.

1. Questions of fact, when once settled in the courts of a State, are not subject to review in this court. *Western Union Telegraph Co.* v. *Call Publishing Co.*, 92.
2. Judgment awarding a peremptory writ of mandamus directing the execution of certain county bonds for the construction of a courthouse and jail having been rendered in October, 1897, the case taken on error to the appellate tribunal in 1898, and affirmed in 1899, and the bonds having been, in the meantime, issued and sold and the building constructed, and the county officials, who were the original respondents below, and are appellants here, having gone out of office before this appeal was taken, the court is of opinion that the rule approved in

Mills v. *Green*, 159 U. S. 651, and in cases there cited, should be applied. *Codlin* v. *Kohlhausen*, 151.

3. Where a bill in equity was demurred to on the ground that the Circuit Court had no jurisdiction as such, and also on the ground that the remedy was at law, and the demurrer was sustained and the bill dismissed on the latter ground, without prejudice to an action at law, the city of New Orleans, defendant below, was not aggrieved in a legal sense by its own success, and cannot bring the decree in its favor here on a certificate of jurisdiction. *New Orleans* v. *Emsheimer*, 153.
4. No appeal lies to this court, under the act of March 3, 1891, c. 517, § 6, from a judgment of the Circuit Court of Appeals directing the Circuit Court of the United States to remand a case to the state court. *German National Bank* v. *Speckert*, 405.
5. A statute of Wisconsin required building and loan associations to deposit with the state treasurer securities to a certain amount, to be held in trust for the benefit of local creditors. The receiver of a Minnesota building and loan association, which had made the deposit required by the Wisconsin statute, prayed that such securities might be turned over to him, and the proceeds distributed among all the shareholders of the association, wherever they might reside, upon the ground that the association had no authority to pledge such securities; that such pledge operated to prefer the Wisconsin shareholders over the other shareholders of the association, and was a violation of the contract clause of the Constitution. The Supreme Court held that the contract clause of the Constitution could not be invoked to release these securities from the operation of the statute, as the stockholders had waived their right to insist upon the constitutional objection by the voluntary act of the board of directors, which was binding upon them, in making the deposit with the state treasurer under the statute. *Held:* That this was a non-Federal ground broad enough to support the judgment, and the writ of error must be dismissed. *Hale* v. *Lewis*, 473.
6. The act of April 7, 1874, c. 80, entitled "An act concerning the practice in territorial courts, and appeals therefrom" constitutes the only right of review by this court on appeals from territorial courts; and in this case, in the absence of any findings by the Supreme Court of the Territory, and the court being without anything in the nature of a bill of exceptions, and there being nothing on the record to show that error was committed in the trial of the cause, this court has nothing on which to base a reversal of the judgment of the court below, and affirms that judgment. *Armijo* v. *Armijo*, 558.

B. JURISDICTION OF CIRCUIT COURTS OF APPEALS.

1. The Circuit Courts of Appeals have power to review the judgments of the Circuit Courts in cases where the jurisdiction of the Circuit Court attaches solely by reason of diverse citizenship, notwithstanding constitutional questions may have arisen after the jurisdiction of the Circuit Court attached. *American Sugar Refining Co.* v. *New Orleans*, 277.
2. But in any such case, where a constitutional question arises on which the judgment depends, a writ of error may be taken directly from this

court to revise the judgment of the Circuit Court, although the case may nevertheless be carried to the Circuit Court of Appeals, but if so, and final judgment is there rendered, the jurisdiction of this court cannot thereafter be invoked directly on another writ of error to the Circuit Court. *Ib.*

3. When the plaintiff invokes the jurisdiction of the Circuit Court on the sole ground that the suit arises under the Constitution or laws or some treaty of the United States, as appears on the record from his own statement of his cause of action, in legal and logical form, and a dispute or controversy as to a right which depends on the construction of the Constitution, or some law or treaty of the United States, is determined, then the appellate jurisdiction of this court is exclusive. *Ib.*
4. The property and franchises, which are the subject-matter of this suit, were not in the possession of the state court, when the Federal court appointed its receiver; and jurisdiction having attached there under the allegations of the original bill, that jurisdiction did not fail by reason of anything that appeared in *ex parte* affidavits, denying the truth of the allegations contained in the original bill in respect to the amount in dispute. *Put-in-Bay Waterworks &c. Company* v. *Ryan*, 409.

C. JURISDICTION OF DISTRICT COURTS OF THE UNITED STATES.

Under the Bankrupt Act of 1898, the District Court of the United States in which proceedings in bankruptcy are pending has no jurisdiction, unless by consent of the defendants, of a bill in equity by the trustee in bankruptcy against persons to whom the bankrupt, before the proceedings in bankruptcy, made a sale and conveyance of property which the plaintiff seeks to set aside as fraudulent as against creditors, but which the defendants assert to have been made in good faith and to have vested title in them. *Wall* v. *Cox*, 244.

LIFE INSURANCE.

See CONSTITUTIONAL LAW, 3.

MARRIED WOMAN.

1. Where a married woman had resided in Arkansas for many years, and, just as she was leaving the State to join her husband, who had taken up his residence in Louisiana, was injured through the alleged negligence of the defendant railway company, and brought an action to recover damages in a state court in Arkansas, which, on the application of the company, was removed into the Circuit Court of the United States for the Western District of Arkansas, the rule of decision was the law of Arkansas, the place of the wrong, and of the forum, and not the law of Louisiana. *Texas & Pacific Railway Co.* v. *Humble*, 57.
2. By the law of Arkansas, plaintiff was entitled to bring the action in her own name and without joining her husband. And if her husband should subsequently bring suit in Louisiana on the same cause of action, it is not to be assumed that the courts of that State would not recognize the binding force of the judgment in Arkansas. *Ib.*
3. By the legislation of Arkansas the earnings of a married woman arising

from labor or services done and performed on her sole account are her separate property, and although the statutes may not have deprived the husband of the services of the wife in the household, in the care of the family, or in and about his business, they have bestowed on her, independently of him, her earnings on her own account, and given her authority to acquire them. *Ib.*

4. The evidence in this case tending to show that plaintiff for some years had been carrying on business on her own account, which had been suspended by reason of temporary illness for a short time just previous to the accident, the Circuit Court did not commit reversible error in instructing the jury that, if they found for the plaintiff, they might take into consideration in assessing her damages, among other things, her age and earning capacity before and after the injury was received, as shown by the proofs. *Ib.*
5. On this record the earning capacity referred to presumably had relation to earnings on plaintiff's own account, and if defendant wished this made more explicit, it should have so requested. *Ib.*
6. By the provision in act 68 of the Laws of the Territory of Arizona that the common law of England, so far as it is consistent with and adapted to the natural and physical condition of this Territory and the necessities of the people thereof, and not repugnant to or inconsistent with the Constitution of the United States, or bill of rights, or laws of this Territory, or established customs of the people of this Territory, is hereby adopted, and shall be the rule of decision in all the courts of this Territory, the common law was not made unqualifiedly the rule of decision, but that law, as modified by the conditions of the Territory, and changes in the common-law relation between husband and wife had been expressed in statutes prior to the passage of the act of 1885. *Luhrs* v. *Hancock*, 567.
7. By a conveyance from a husband to his wife, property does not lose its homestead character. *Ib.*
8. The deed of a person alleged to be insane is not absolutely void; it is only voidable, and may be confirmed or set aside. *Ib.*
9. The inquiry as to the insanity of Mrs. Hancock was not open to the appellant. *Ib.*

MINING CLAIMS.

1. As against the purchaser of interests in mining claims after the location certificates were recorded, the original locators were held by the state court estopped to deny the validity of the locations. The question of estoppel is not a Federal question. *Speed* v. *McCarthy*, 269.
2. The state court further held that where the annual assessment work had not been done on certain mining claims, a co-tenant could not, on the general principles applicable to co-tenancy, obtain title against his co-tenants by relocating the claims. *Ib.*
3. This was also not a Federal question in itself, and the contention that the state court necessarily decided the original mining claims to be in existence at the time of the relocation, in contravention of provisions of the Revised Statutes properly interpreted, could not be availed of

under section 709, as no right or title given or secured by the act of Congress in this regard was specially set up or claimed. *Ib.*

MUNICIPAL CORPORATION.

1. The power of the State of Illinois to levy a special assessment in proportion to benefits, for the execution of a local work, and the authority to confer on a municipality the attribute of providing for such an assessment, is not denied. *Lombard* v. *West Chicago Park Commissioners*, 33.
2. Where a special municipal assessment to pay for a particular work has been held to be illegal, no violation of the Constitution of the United States arises from a subsequent authority given to make a new special assessment to pay for the complete work. *Ib.*

NATIONAL BANK.

1. Section 5142 of the Revised Statutes of the United States, providing for the increase of the capital stock of a national bank, and declaring that no increase of capital stock shall be valid until the whole amount of the increase is paid in, and until the Comptroller of the Currency shall certify that the amount of the proposed increase has been duly paid in as part of the capital of such association, does not make *void* a subscription or certificate of stock based upon capital stock actually paid in, simply because the whole amount of any proposed or authorized increase has not in fact been paid into the bank; certainly, the statute should not be so applied in behalf of a person sought to be made liable as shareholder, when, as in the present case, he held, at the time the bank suspended and was put into the hands of a receiver, a certificate of the shares subscribed for by him; enjoyed, by receiving and retaining dividends, the rights of a shareholder; and appeared as a shareholder upon the books of the bank, which were open to inspection, as of right, by creditors. *Scott* v. *Deweese*, 202.
2. As between the bank and the defendant, the latter having paid the amount of his subscription for shares in the proposed increase of capital was entitled to all the rights of a shareholder, and therefore, as between himself and the creditors of the bank, became a shareholder to the extent of the stock subscribed and paid for by him. *Ib.*
3. That the bank, after obtaining authority to increase its capital, issued certificates of stock without the knowledge or approval of the Comptroller and proceeded to do business upon the basis of such increase before the whole amount of the proposed increase of capital has been paid in, was a matter between it and the Government under whose laws it was organized, and did not render void subscriptions or certificates of stock based upon capital actually paid in, nor have the effect to relieve a shareholder, who became such by paying into the bank the amount subscribed by him, from the individual liability imposed by section 5151. *Ib.*
4. Upon the failure of a national bank the rights of creditors attach under section 5151, and a shareholder who was such when the failure occurred cannot escape the individual liability prescribed by that section upon the ground that the bank issued a certificate of stock before, strictly speaking, it had authority to do so. *Ib.*

5. If a subscriber to the stock of a national bank becomes a shareholder in consequence of frauds practiced upon him by others, whether they be officers of the bank or officers of the Government, he must look to them for such redress as the law authorizes, and is estopped, as against creditors, to deny that he is a shareholder, within the meaning of section 5151, if at the time the rights of creditors accrued he occupied and was accorded the rights appertaining to that position. *Ib.*

PUBLIC LAND.

1. In reviewing questions arising out of Mexican laws relating to land titles, it is difficult to determine with anything like certainty what laws were in force in Mexico at any particular time prior to the occupation of the country in 1846-1848. *Whitney* v. *United States*, 104.
2. Looking through the provisions to which its attention has been called the court finds nothing in them providing in terms, or by inference for a general delegation of power by the supreme executive to the various governors to make a grant like the one set up in this case; and it holds that the appellants have not borne the burden of showing the validity of the grant which they set up, either directly, or by facts from which its validity could be properly inferred within the cases already decided by this Court. *Ib.*
3. When Congress, under the act of March 2, 1827, granted to the State of Illinois alternate sections of land throughout the whole length of the public domain, in aid of the construction of a canal to connect the waters of the Illinois River with those of Lake Michigan, it also granted by implication the right of way through reserved sections; but this implication would not extend to ninety feet on each side. *Werling* v. *Ingersoll*, 131.
4. The State of Illinois never took title to a strip of land ninety feet wide on each side of the route of that canal through the public lands, so far as related to the sections reserved to the United States by the act of March 2, 1827. *Ib.*
5. The State, in constructing the canal, proceeded under that act, filed its map thereunder, and constructed the canal with reference thereto. *Ib.*
6. The facts in these two cases are so nearly alike that the court thinks it sufficient to consider only the first. The land there in question is within the limits of the territory ceded to the United States by the treaty of Guadalupe Hidalgo. The plaintiffs claim title by virtue of a patent issued in confirmation of two grants made by the Mexican government. The defendants, without claiming the fee, claim a right of permanent occupancy, as Mission Indians, who had been in occupation of the premises long before the Mexican grants. *Held:* (1) That the United States were bound to respect the rights of private property in the ceded territory, but that it had the right to require reasonable means for determining the validity of all titles within the ceded territory, to require all persons having claims to lands to present them for recognition, and to decree that all claims which are not thus presented, shall be considered abandoned; (2) That so far as the Indians are concerned, the land was rightfully to be regarded as part of the public domain,

and subject to sale and disposition by the government; (3) That if the Indians had any claims founded on the action of the Mexican government, they abandoned them by not presenting them to the commission for consideration; (4) That lands which were burdened with a right of permanent occupancy were not a part of the public domain, subject to the full disposal by the United States. *Barker* v. *Harvey*; *Quevas* v. *Harvey*, 481.

7. Some discussion appears in the briefs as to the meaning of the word "servidumbres," (translated "usages"). The court declines to define its meaning when standing by itself, but holds that in these grants it does not mean that the general occupation and control of the property was limited by them, but only that such full control should not be taken as allowing any interference with established roads or crossroads, or other things of like nature. *Ib.*
8. Public lands belonging to the United States, for whose sale or other disposition Congress has made provision by general laws, are to be regarded as legally open for entry and sale under such laws, unless some particular lands have been withdrawn from sale by Congressional authority, or by an executive withdrawal under such authority, either express or implied. *Lockhart* v. *Johnson*, 516.
9. Under the act establishing the Court of Private Land Claims, public lands belonging to the United States, though within the claimed limits of a Mexican grant, became open to entry and sale. *Ib.*
10. If the provisions of the laws of New Mexico in force when this location was made were not complied with, and another location is made before such work was done, the new location is a valid location. *Ib.*
11. In the courts of the United States in action of ejectment the strict legal title must prevail; and if the plaintiff have only equities, they must be presented on the equity side of the court. *Ib.*
12. Although the plaintiff has no right to maintain this action, he ought not to be embarrassed by a judgment here from pursuing any other remedy against the defendants, or either of them that he may be advised. *Ib.*

QUARANTINE.

1. Article 5043*c* of the Revised Statutes of Texas, 1895, provides: "It shall be the duty of the commission provided for in article 5043*a* to protect the domestic animals of this State from all contagious or infectious diseases of a malignant character, whether said diseases exist in Texas or elsewhere; and for this purpose they are hereby authorized and empowered to establish, maintain and enforce such quarantine lines and sanitary rules and regulations as they may deem necessary. It shall also be the duty of said commission to coöperate with live stock quarantine commissioners and officers of other States and Territories, and with the United States Secretary of Agriculture, in establishing such interstate quarantine lines, rules and regulations as shall best protect the live stock industry of this State against Texas or splenetic fever. It shall be the duty of said commission, upon receipt by them of reliable information of the existence among the domestic animals

of the State of any malignant disease, to go at once to the place where any such disease is alleged to exist, and make a careful examination of the animals believed to be affected with any such disease, and ascertain, if possible, what, if any, disease exists among the live stock reported to be affected, and whether the same is contagious or infectious, and if said disease is found to be of a malignant, contagious or infectious character, they shall direct and enforce such quarantine lines and sanitary regulations as are necessary to prevent the spread of any such disease. And no domestic animals infected with disease or capable of communicating the same, shall be permitted to enter or leave the district, premises or grounds so quarantined, except by authority of the commissioners. The said commission shall also, from time to time, give and enforce such directions and prescribe such rules and regulations as to separating, feeding and caring for such diseased and exposed animals as they shall deem necessary to prevent the animals so affected with such disease from coming in contact with other animals not so affected. And the said commissioners are hereby authorized and empowered to enter upon any grounds or premises to carry out the provisions of this act." *Held*, that this statute, as construed and applied, in this case, is not in conflict with the Constitution of the United States. *Smith* v. *St. Louis & Southwestern Railway Co.*, 248.

2. The prevention of disease is the essence of a quarantine law. Such law is directed not only to the actually diseased, but to what has become exposed to disease. *Ib.*

RAILROAD.

Where there is dissimilarity in the services rendered by a railroad company to different persons, a difference in charges is proper, and no recovery can be had unless it is shown, not merely that there is a difference in the charges, but that the difference is so great as, under dissimilar conditions of service, to show an unjust discrimination; and the recovery must be limited to the amount of the unreasonable discrimination. *Western Union Telegraph Co.* v. *Call Publishing Co.*, 92.

REMOVAL OF CAUSES.

See MARRIED WOMAN, 1.

STATUTE OF FRAUDS.

Doctor and Mrs. Piper, each somewhat advanced in years, were without children and had no kin to whom the husband wished to bequeath his estate. They desired the comforts and happiness of a home in which they could have the sympathy, attention and care of younger people, upon whom they could look as their children. The property in question in this suit was purchased by the doctor, in execution of an agreement in parol between him and the appellee, whereby Piper and his wife were to become members of Hay's household in Washington, and to be supported, maintained and cared for by Hay during their respective lives, in consideration of which Piper was to convey by will, or other-

wise, to Hay all of his property of every kind and wherever situated. In part execution of that agreement Piper purchased the lots in question in this suit and built a house thereon, and in further execution of it he put Hay in possession of the lot and house to be occupied by Hay and his family in connection with Piper and his wife. While Hay was in the actual occupancy of the premises as his home, (which occupancy existed when this suit was brought,) Piper, in violation of his agreement, put the title to the property in his niece, the plaintiff in error. The bill alleged the foregoing facts, and that the transfer to the plaintiff in error was made solely for the purpose of defrauding the defendant in error. *Held:* (1) That the alleged agreement with Piper was proved to have been just as stated by Hay; (2) That the failure of Piper to invest Hay with the legal title was such a wrong to the latter as entitled him to the protection which would be given by a decree specifically declaring that the defendant holds the title in trust for him; (3) That such relief is consistent with the objects intended to be subserved by the Statutes of Frauds; (4) That the alleged agreement, being one which the Court of equity would specifically enforce, if it had been in writing, and it having been partly performed by Hay in reliance of performance by Piper, and Hay being ready and willing to do what, under the agreement, remained to be done by him during the lives of Doctor and Mrs. Piper, he was entitled to the decree of the court below in his favor. *Whitney* v. *Hay*, 77.

SCIRE FACIAS.

1. While a *scire facias*, for the purpose of obtaining execution, is ordinarily a judicial writ to continue the effect of a former judgment, yet it is in the nature of an action, and is treated as such in the statutes of New Mexico. *Brown* v. *Chavez*, 68.
2. After a judgment is barred under those statutes, the writ of *scire facias*, giving a new right and avoiding the statute, cannot be maintained. *Ib.*

STAMP TAX.

1. What is denominated "a call" in the language of New York stock brokers, is an agreement to sell, and as the statutes of the United States in force in May, 1899, required stamps to be affixed on all sales or agreements to sell, the calls were within its provisions. *Treat* v. *White*, 264.
2. A stamp tax on a foreign bill of lading is, in substance and effect, equivalent to a tax on the articles included in that bill of lading, and therefore is a tax or duty on exports, and therefore in conflict with article 1, section 9 of the Constitution of the United States, that "No tax or duty shall be laid on articles exported from any State." *Fairbank* v. *United States*, 281.
3. An act of Congress is to be accepted as constitutional, unless on examination it clearly appears to be in conflict with provisions of the Federal Constitution. *Ib.*
4. If the Constitution in its grant of powers is to be able to carry into full effect the powers granted, it is equally imperative that where prohibi-

tion or limitation is placed upon the power of Congress, that prohibition or limitation should be enforced in its spirit and to its entirety. *Ib.*

STATUTES.

A. STATUTES OF THE UNITED STATES.

See ADMIRALTY, 1;
CUSTOMS DUTIES, 1;
JURISDICTION, A, 4, 6;
NATIONAL BANK, 1, 4;
PUBLIC LAND, 4;
STAMP TAX, 3.

B. STATUTES OF THE STATES.

Idaho. *See* CONSTITUTIONAL LAW, 6.
New York. *See* CORPORATION, 1.
North Carolina. *See* CONSTITUTIONAL LAW, 27.
Oregon. *See* ATTACHMENT.
Texas. *See* QUARANTINE.
Wisconsin. *See* JURISDICTION, A, 5.

TAX AND TAXATION.

1. Payment of taxes on account of property otherwise liable to taxation can only be avoided by clear proof of a valid contract of exemption from such payment. *Wells* v. *Savannah*, 531.
2. The validity of such a contract presupposes a good consideration therefor. *Ib.*
3. In this case the ordinances exempting from taxation were only exemptions for the year in which the ordinance was passed; and the same rule applies to all the exempting ordinances. *Ib.*
4. The views of the Supreme Court of Georgia in this case are sustained by this court. *Ib.*
5. The railroad company filed a bill to enjoin the collection of certain state taxes from 1892 to 1897 inclusive. This court held that a new corporation was formed by a consolidation of certain prior corporations made October 24, 1892, and that the taxes having accrued subsequent to that date were legally assessed under the state constitution of 1890, (180 U. S. 1). The railroad company moved for a rehearing with respect to the taxes of 1892 upon the ground that they accrued prior to the consolidation of October 24. *Held:* That as the Supreme Court of Mississippi had decided that all the taxes had accrued after the consolidation of October 24, and the company had thereby lost its exemption; and as this was a construction of the general tax laws of the State, which were complex and difficult of interpretation, this court would accept that construction and deny the petition for a rehearing. *Yazoo and Mississippi Valley Railroad Co.* v. *Adams*, 580.

TRUST.

1. The statements of the Court of Appeals of the District of Columbia in this case, below, that abandonment of discretionary power by a trustee to his cotrustee, is a fact to be proved by him who alleges it; that so likewise is negligence in the supervision of a trust; and that neither

abandonment nor negligence is to be implied without satisfactory proof of the fact, or of circumstances sufficient to warrant the inference, and that the court does not find that proof in the statement of facts contained in the record, are cited and approved by this court. *Colburn* v. *Grant*, 601.

2. The treatment of facts and law in the opinion of the courts below was full and satisfactory, and releases this court from further discussion. *Ib.*

USURY.

See CASES AFFIRMED AND FOLLOWED, 2.